**Terms & Conditions of Hire for St. Chads Centre – March 2017**

The St Chad’s Centre (“The Centre”) is a building designed for use by the community. The Centre is run by a Board of Trustees consisting of volunteers.

The facilities available to hire are:

* The Main Hall – with a sprung wooden floor and access to the kitchen
* 150 people standing for drinks reception.  Space for access to kitchen / toilets etc.
* 100 people seated for a performance / talk.  Space for staging, aisle and access to kitchen / toilets etc.
* 72 people seated at tables for a meal. (6 people per table, with four rows of three tables). Space for aisle and access to kitchen / toilets etc.
* The Foyer
* 50 people standing for drinks reception. Space for access to toilets etc.
* 30 people seated for a performance / talk. Space for staging, aisle and access to toilets.
* 15 people seated at tables for a meeting. (3 tables: 6 people x 2 tables + 3 people x 1 table, in T-formation). Space for aisle and access to toilets.
* The Small Meeting Room
* 6 people seated for a meeting

In addition, Hirers have access to toilet facilities (including disabled/baby change access), lockable storage and chairs and tables.

Booking enquiries should be emailed to **stchadscentrebt@gmail.com** It is the Hirer’s responsibility to check that the Centre is available for hire on the chosen dates and times via the online booking system before submitting the booking form and deposit.

The Trustees have sole discretion as to whether a booking will be accepted. The booking will be deemed to be accepted once the Hirer has received notification from the booking system and the relevant booking form and party conditions form (if relevant) have been received. Where the booking is not confirmed the Trustees will return the Hirer’s monies.

The Trustees make no warranties as to whether or not the Centre is appropriate for a particular function or activity. It is the Hirer’s responsibility to assess the facilities provided and determine suitability.

Policies are in place to ensure the building is managed safely and effectively for the benefit of the community. Any Hirer contravening any of the Centre’s policies will not be accepted for future bookings and reports to external agencies will be made where appropriate.

All Hirers must read and agree to these terms and conditions of hire. By completing the online booking form and ticking the box ‘All HIRERS: I accept the terms and conditions’ Hirers are agreeing to be bound by these terms and conditions. Once the online booking system has sent notification to the Hirer that the booking has been confirmed, the online booking form, these terms and conditions and party conditions form (if relevant) will constitute a contract between the Hirer and the Centre.

Where Hirers are unable to complete the booking form online, please complete the details on page 2 of this document and email the completed form to stchadscentrebt@gmail.com. For parties or events requiring the party conditions form, and where Hirers are unable to complete the booking form online, this must also be emailed in addition to this form. Credit card details must be provided for all bookings to hold a deposit against in case of damage or additional cleaning costs being incurred.

St Chad’s Centre, Bishop’s Tachbrook, Booking Information

**THE HIRER**

Please complete the details on the online booking form. If you are hiring on behalf of a group or organisation please provide the details of the person responsible as the hirer and provide the group or organisation’s details where indicated.

ONLY if you are unable to complete the booking form online please fill in the details below:

Name of Hirer……………………………………………………………………...............................

Organisation/group (if applicable)…………………………………………………………………....

Address………………………………………………………………………………………………….

…………………………………………………………………………Postcode………………………

Mobile……………………….…………Email…………………………………………………………

**EVENT OR ACTIVITY**

Regular Hirers are those that have consecutive weekly or monthly sessions over a period of at least 6 weeks. If you are Regular Hirer please complete the Regular Hirers section of the online booking form. If you are not a Regular Hirer please complete the Individual Hirer section of the online booking form.

ONLY if you are unable to complete the booking form online please fill in the details below:

Event type (i.e. children’s party, adult party, etc.)…………………………………………………..

Date of event or activity…………………

Times required (including setting up and clearing away): From ……………..to………………..

**FACILITIES REQUIRED**

If you require use of more than one room it is your responsibility to ensure all rooms are free at the time you require and you book all of them directly on the online booking system. If you require exclusive use of the Centre please get in touch for us to arrange that.

ONLY if you are unable to complete the booking form online please tick rooms required below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Foyer |  | Main hall |  | Small room |  |

**I have read and agree to abide by the Terms and Conditions of Hire and acknowledge that I am authorised to make this booking on behalf of my organisation (if applicable).**

Signed ……………………………………………………………..………...Date ……………..

Name (in block capitals)……………….……………………………………………………………

**Many thanks for your booking of the St Chad’s Centre, Bishop’s Tachbrook**

**TERMS & CONDITIONS OF HIRE**

**DEFINITIONS**

**Booking Form** means the online booking form

**Charges** means the charges owed by the Hirer as specified on the online booking system

**Deposit** means the deposit to be paid by the Hirer to cover damage and/or additional cleaning

**Hirer(s)** means the person named as the hirer on the attached booking form and any member of the group/organisation or persons attending the event

**Hire Period** means the times at which the hirer is occupying the premises in accordance with the times and dates specified on the online booking form

**Individual Hirers** means Hirers who have bookings for individual events and are not Regular Hirers

**Trustees** means the Trustees of the St Chad’s Centre, Bishop’s Tachbrook

**Premises** means the St Chad’s Centre, including all individual rooms within it

**Regular Hirers** means Hirers who have bookings that are consecutive sessions either weekly or monthly over a period of at least 6 weeks

1. **General**
2. The St Chad’s Centre Trustees have sole discretion as to whether a booking will be accepted. The booking will be deemed to be accepted once the Hirer has received notification from the booking system and it has been confirmed through an email.
3. The St Chad’s Centre Trustees make no warranties as to whether or not the Centre is appropriate for a particular function or activity. It is the Hirer’s responsibility to assess the facilities provided and determine suitability.
4. Policies are in place to ensure the building is managed safely and effectively for the benefit of the community. Any Hirer contravening any of the Centre’s policies will not be accepted for future bookings and reports to external agencies will be made where appropriate.
5. The St Chad’s Centre Trustees shall not be liable to the Hirer for any delay or failure to provide the Premises for the booking if such delay or failure results from an event beyond the control of the St Chad’s Centre Trustees.
6. The St Chad’s Centre Trustees’ liability under or in connection with this booking shall be limited to the amount of the Charges, for each and every claim arising out of this booking. This limit shall apply when liability arises, including, without limitation, a liability arising by breach of contract, arising by tort or arising by breach of statutory duty. This shall not exclude or limit the St Chad’s Centre Trustees’ liability for death or personal injury caused by the St Chad’s Centre Trustees’ negligence; or fraud or fraudulent misrepresentation.
7. **Bookings**
8. The Hirer must be aged 18 years or over.
9. All bookings must take into account the time required for setting up and closing down activities or events.
10. The minimum hire for children’s parties is 3 hours and for other sessions is 30 minutes.
11. A booking is only confirmed once the Hirer has received notification from the booking system and email confirmation. For parties and events only, the Conditions of Hire form must also be returned to confirm the booking.
12. **Use of the Premises**
13. The Premises are available for hire from 07.00 – 23.00 seven days a week. Use of the Premises outside of these times must be agreed with the St Chad’s Centre Trustees and it is the Hirer's responsibility to seek any other necessary permissions.
14. The Hirer is permitted to use the tables, chairs and kitchen equipment but must ensure everything is cleaned after each use and all items are stored as found.
15. Smoking is not permitted at the Premises. Anybody found smoking at the Premises will be asked to leave and their future hire of the Centre may be affected.
16. The Hirer must ensure that all rubbish is placed in appropriate waste bags **and taken away** with the Hirer for disposal.
17. Heating is regulated by the thermostat and must not be adjusted by the Hirer unless previously agreed.
18. The Hirer is permitted to use the equipment provided in the cleaning cupboard to ensure that the building is left clean and tidy ready for the next user. The Hirer is responsible for providing their own cleaning materials, tablecloths, tea towels and dishcloths and similar cleaning items.
19. The Hirer must not affix any signs or notices on the walls or doors of the building. Any notices fixed to walls and/or doors in contravention of this requirement will be removed by the St Chad’s Centre Trustees. Use of the notice boards is by agreement with the St Chad’s Centre Trustees only.
20. The Hirer is only permitted to bring onto the Premises external equipment such as children’s play equipment (e.g. a bouncy castle), if it has been agreed with the St Chad’s Centre Trustees and the details and sizes have been listed on the online booking form. In such circumstances, the Hirer takes full responsibility for the use of the equipment, ensuring any appropriate insurance is in place if necessary. The Hirer’s use of such equipment is at their own risk and the St Chad’s Centre Trustees will not be responsible for any injuries arising out of the use of such equipment. Any damage caused by the use of said equipment will be taken out of the hiring deposit.
21. **Compliance with Policies and the Law**
	1. The Premises have a suite of policies available in the office. It is the Hirer’s responsibility to familiarise themselves with, and abide by these polices.
	2. If food is prepared on the Premises it must be done so in accordance with government Food Hygiene Regulations and the appropriate certification must be provided with the online booking form. Food that is brought onto the Premises is not subject to the same legislation (see also Kitchen Policy).
	3. The St Chad’s Centre is not licensed for alcohol. Where alcohol is to be supplied at any event or function at the premises, NO licence or temporary event notice may be applied for by the Hirer. Alcohol must only be served on a non-cost basis i.e. free bar not paid bar. Any Hirer breaking this rule will have their booking cancelled, forfeit their deposit and they will no longer be able to hire the Centre for future bookings.
	4. The Hirer must be familiar with the location and operation of the fire exits, fire extinguishers (including which extinguisher is used in which circumstance) and fire blankets. In addition, the Hirer must be aware of the necessary actions and procedures required in the event of fire. It is the Hirer’s responsibility to ensure that every member of the organisation signs in and out of the Premises to identify who is in the building at any one time. The Fire Risk Assessment and connected policy and procedures should be read and signed before the commencement of the hiring.
	5. All passageways and exits must be kept clear of obstruction at all times.
22. **End of the Hire Period and Security of the Premises**
	1. At the end of any session the Premises should be left in a clean and tidy state. After the Hire Period, the St Chad’s Centre Trustees will assess the level and cost of any repairs/replacement of damaged property or any further cleaning required.
	2. Any damage or breakages should be reported to the St Chad’s Centre Trustees as soon as possible and at the latest within 24 hours of the end of the hiring.
	3. Before leaving the Premises, the Hirer must check all windows and doors to ensure they are properly secured. The Hirers must turn off all taps and unplug any electrical appliances (excluding fridge) and turn off lights.
23. **Individual Hirers – these conditions apply to Individual Hirers only**
	1. In order to secure the booking, the Charges must be made in full by the Individual Hirer 7 days prior to the event.
	2. In lieu of an additional damage or cleaning Deposit, Individual Hirer’s must provide credit card details via the online payment system. A charge of £50 will be held against the card but the amount will not be debited. The Deposit is in addition to the Charges payable for hire. Subject to no damage being caused or additional cleaning being required, the charge will be removed after the event.
	3. The Deposit, or part of the Deposit, will be retained by the St Chad’s Centre Trustees where it is required to remedy damage and/or to provide additional cleaning identified by the St Chad’s Centre Trustees.
24. **Regular Hirers – these conditions apply to Regular Hirers only**
	1. Regular Hirers must pay the Charges in respect of each session. Regular Hirers will pay a holding deposit for each session, via the online payment system, and the balance must be paid in full 7 days prior to the session taking place.
	2. Where the St Chad’s Centre Trustees identify any damage or further cleaning required, the costs to rectify this will need to be cleared prior to subsequent sessions being held.
	3. The St Chad’s Centre Trustees reserve the right to cancel regular bookings where payment has not been paid in full prior to the session taking place.
	4. Regular Hirers must give the St Chad’s Centre Trustees two months’ notice to end their hire agreement. The St Chad’s Centre Trustees shall give a similar notice period should it become necessary to change bookings.
	5. Regular Hirers are responsible for obtaining their own insurance cover, where required.
	6. Any equipment brought onto the premises must be tested and checked.
	7. Where the event or session involves working with children or vulnerable adults, it is the Regular Hirer’s responsibility to ensure that all legal requirements are complied with, including current Disclosure and Barring Service checks and/or Criminal Records Bureau checks.
25. **Limitations of use**

To make allowances for the Centre’s proximity to a Grade 1 listed church and a number of private residences, the St Chad’s Centre Trustees’ decision will be final in allowing the use of the Centre for certain activities and at certain times e.g. when a funeral is taking place in the church. In considering any matter referred to it, the St Chad’s Centre Trustees shall always have regard to the Equality Act 2010 and in particular Schedule 23 before making any decision to decline a hiring, as to whether a restriction on use on that occasion is necessary to allow for the Centre’s noise sensitive location.